

EXHIBIT “I”

Sara M. Parker

From: Sara M. Parker
Sent: Wednesday, February 21, 2018 12:36 PM
To: dwiechert@aol.com; jahnavi@davidwiechertlaw.com
Cc: Jim Wraith
Subject: Western World v. PCC
Attachments: 247718.pdf

Dear David and Jahnavi,

In advance of next week's status conference, we are providing Western World's fee and cost documentation (Bates Range WW 136-280) which can be accessed via the ShareFile link below. A pdf summary is also attached. Please let me know if you have any problems accessing the documents and we will arrange an alternative way to get them to you.

<https://selvinwraith.sharefile.com/d-s0f53f0d295b47be8>

Before interest, Western World's recovery in *Hudson & Pole* is \$232,577.07 (there were no payments in *McCann*) as follows:

WWIC FEES/COSTS & SETTLEMENT	
Hudson Fees	\$75,967.94
Hudson Costs	\$20,814.70
Pole Fees	\$35.00
Subtotal	\$96,817.64
Hudson Settlement	\$150,000.00
TOTAL EXPENDITURES	\$246,817.64
Insurance Premium	(\$14,240.57)
TOTAL (Before Interest)	\$232,577.07

We are available to speak in advance of next week's status conference.

Best Regards,

Sara

Sara M. Parker
Selvin Wraith Halman LLP
505 14th Street · Suite 1200 · Oakland, California 94612-1419
Direct: 510.874.1813 · Tel: 510.874.1811 · Fax: 510.465.8976
Email: sparker@selvinwraith.com
<http://www.selvinwraith.com>

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Sara M. Parker

From: Sara M. Parker
Sent: Thursday, February 22, 2018 2:51 PM
To: dwiechert@aol.com; jahnavi@davidwiechertlaw.com
Cc: Jim Wraith
Subject: Western World v. PCC
Attachments: 247863.pdf

Dear David and Jahnavi,

Following our production of Western World's fee and cost documentation, we are also providing the attached spreadsheet showing Western World's recovery after 10% simple interest calculated up to the date of next week's status conference (2/26/18).

Western World's defense fees and costs in the underlying actions total \$96,817.64. Western World also contributed \$150,000 to settle *Hudson*. After offset for the \$14,240.57 insurance premium, Western World's total recovery before interest is \$232,577.07 ($\$96,817.64 + \$150,000 - \$14,240.57 = \$232,577.07$). Interest at a rate of 10% simple interest per year brings the amount currently owed to Western World by PCC to **\$297,938.27**.

Our preliminary analysis is being provided as part of our efforts to meet and confer on the final issue of the amount of the monetary judgement to be entered against PCC. Our calculations are preliminary and the status conference cut-off date is selected for discussion purposes only and interest continues to accrue beyond that status conference date.

I am available to speak further anytime tomorrow.

Best Regards,

Sara

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Sara M. Parker

From: Jahnavi Goldstein <jahnavi@davidwiechertlaw.com>
Sent: Friday, April 20, 2018 10:11 AM
To: Sara M. Parker
Cc: dwiechert@aol.com
Subject: Re: WWIC v. NIAC

Sara,

The client was previously unable to access the backup information you provided via share file. I believe I have remedied that this morning. I'll be in touch to set up a call time once I have a better idea of when the client will be able to review it. I have communicated that haste is necessary as you're only available next Monday and Tuesday.

Thank you,
Jahnavi

On Thu, Apr 19, 2018 at 11:01 PM, Sara M. Parker <sparker@selvinwraith.com> wrote:
Hi David,

Thanks for your email. Apologies for the reference to NIAC - that was just another recent highly successful matter of ours so I was momentarily confused!

Jahnavi, I am available tomorrow before 1:30pm and all day Monday and Tues. If one of those days is better for you, please let me know. Starting next Weds I am out of state for a week and will be generally unavailable while attending to some family matters.

Best Regards,

Sara

Sara M. Parker
SELVIN WRAITH HALMAN LLP

On Apr 19, 2018, at 7:59 PM, "dwiechert@aol.com<<mailto:dwiechert@aol.com>>"
<dwiechert@aol.com<<mailto:dwiechert@aol.com>>> wrote:

Sarah: Please coordinate with Jahnavi. I will be out of cell service range starting tomorrow. Who is NIAC? Another victim of your client's over aggressiveness? :)

In a message dated 4/19/2018 1:51:06 PM Pacific Standard Time,
sparker@selvinwraith.com<<mailto:sparker@selvinwraith.com>> writes:

Dear David and Jahnavi,

I am writing to meet and confer in advance of Western World's motion for partial summary judgment for quantification of damages and entry of final judgment against PCC. Western World previously provided PCC

with Western World's fee and cost documentation, analysis and interest calculations. PCC has suggested it disagrees with Western World's calculations/analysis, but has not explained why. Western World is available to meet and confer further with PCC and suggests a teleconference to the narrow areas of dispute to be submitted to the court for final resolution. I am available to speak anytime today, tomorrow or Monday.

Best Regards,

Sara

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<http://www.selvinwraith.com><<http://www.selvinwraith.com>>

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Jahnvi Goldstein
+1-310-415-5069 Mobile

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Sara M. Parker

From: Jahnavi Goldstein <jahnavi@davidwiechertlaw.com>
Sent: Wednesday, April 25, 2018 1:22 PM
To: Sara M. Parker
Cc: dwiechert@aol.com
Subject: Re: WWIC v. PCC

Sara:

Nice speaking with you yesterday. Thank you for sending the email and Excel chart, which has been very helpful.

After reviewing further I've identified some items that are missing in the 145 page backup that you provided to us. Please send us the following items:

- Hudson Costs: WW provided proof of payment for the below costs, however the following underlying invoices were not provided in the backup:

Hudson	Coast Rehabilitation Services	03/08/16	13951	\$2,041.00
Hudson	Veritext	03/11/16	2575272	\$3,457.70
Hudson	Veritext	03/21/16	2582186	\$1,712.10
Hudson	Hines Reporting	03/29/16	242279	\$687.00

- Hudson Fees: Similarly, WW provided proof of payment for the below fees, however the following underlying invoices were not provided in the backup:

Hudson	03/29/16	242279	\$687.00
Hudson	03/31/16	379449	\$37,035.66
Hudson	03/31/16	379449	\$1,499.50
Hudson	04/07/16	379504	\$6,286.35
Hudson	06/07/16	383475	\$38.02
Hudson	09/17/16	389983	\$432.81

- The backup contains proof of payment by WW to Thompson for \$46,504.34, not the entire \$75,967.94. When I brought this up yesterday you noted that while some of the WW checks were missing, that proof of payment was evidenced in the invoices. I may just be missing it - but I do not see this. While I have noted several invoices list deductions - my understanding are those deductions are for non-allowed billing, and do not reflect payment. Only one invoice reflected a credit/payment of \$199. Please provide proof of payment for the following invoices

Hudson	11/21/14	349302	\$4,078.50
Hudson	05/31/15	360233	\$10,184.84

Hudson	06/30/15	361848	\$1,238.88
Hudson	07/31/15	363915	\$750.40
Hudson	08/31/15	365951	\$8,753.16
Hudson	09/23/15	367398	\$539.70
Hudson	09/23/15	367397	\$3,148.81
Hudson	12/30/15	373893	\$12,077.81
Hudson	03/29/16	242279	\$687.00

I will follow up with you on documentation regarding the approximately \$15,000 paid by PCC over the retainage. Please let me know if you have any questions about my questions.

Thank you,
Jahnavi

On Tue, Apr 24, 2018 at 5:56 PM, Sara M. Parker <sparker@selvinwraith.com> wrote:

Jahnavi,

This follows our meet and confer teleconference today regarding WWIC's motion for partial summary judgment for quantification of damages and entry of final judgment against PCC.

As agreed, I am providing the "active" excel spreadsheets setting forth WWIC's fees, costs and interest calculations, including the formulas used to for our calculations. WWIC's attorney fee payments are tracked and confirmed on the invoices. Prejudgment interest is currently calculated through the end of April and we will update interest calculations prior to filing our motion. You indicated PCC believes Thompson Coe's fees are unreasonable, but did not specify why. Thompson Coe's attorney rates are \$175 and \$250 per hour and we do not believe the court will find Thompson Coe's \$76,000 legal fee for 3 years of litigation unreasonable.

I am also providing the documentation PCC provided regarding its satisfaction of the \$50,000 retention. These amounts are not included in our analysis. You indicated there may be an additional \$15,000 payment made by PCC. We will consider any documentation you provide, although it does not alter the amounts paid by WWIC.

The Northern District decision allowing for recovery of prejudgment interest from date of invoice as opposed to date of payment is *Copart, Inc. v. Travelers Indem. Co.*, 1999 WL 977948. Other Northern Dist. decisions have followed *Copart*.

Under the local rules, we are required to wait seven days following today's teleconference to file our motion, which places the filing date at May 2. As a courtesy, WWIC will continue to meet and confer up to May 7, 2018, but WWIC will not wait beyond May 7 to file its motion because WWIC believes all issues regarding WWIC's payments and calculations can be resolved by May 7 and entry of judgment against PCC is simply a matter of procedure.

Best Regards,

Sara

Sara M. Parker

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Jahnavi Goldstein
Senior Associate Attorney
Law Office of David W. Wiechert
www.davidwiechertlaw.com
+1-310-415-5069 Mobile

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Sara M. Parker

From: Sara M. Parker
Sent: Thursday, May 3, 2018 11:18 AM
To: jahnavi@davidwiechertlaw.com
Cc: dwiechert@aol.com
Subject: RE: WWIC v. PCC
Attachments: WW 000281 - 000374.pdf

Jahnavi,

Please see the attached supplemental production (WW 281-374) and my notes below regarding what is being produced. The one remaining invoice (\$432.81) and copies of the requested WWIC checks to Thompson Coe have been requested and will be provided as received. My principal has been on extended travel and given the short time period in which WWIC will file its motion and the fact that WWIC already provided PCC the Thompson Coe invoices substantiating the amounts paid by WWIC, WWIC may proceed by declaration that all amounts have been paid as invoiced. Please note that all billing deductions have been accounted for in the analysis and the amounts being claimed are for the amounts paid by WWIC.

Best Regards,

Sara

Sara M. Parker
Selvin Wraith Halman LLP
Direct Line: 510.874.1813

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Hudson					
	Veritext	03/11/16	2575272	\$3,457.70	Provided –Invoice #s: 2575272 (\$1696.85); 2575978
Hudson					

					(\$1760.85)
Hudson	Veritext	03/21/16	2582186	\$1,712.10	Provided
Hudson	Hines Reporting	03/29/16	242279	\$687.00	Provided

- Hudson Fees: Similarly, WW provided proof of payment for the below fees, however the following underlying invoices were not provided in the backup:

				See Hines Reporting Invoice – inadvertently included in fees \$687 deduction to be applied in updated analysis
Hudson	03/29/16	242279	\$687.00	Provided
Hudson	03/31/16	379449	\$37,035.66	
Hudson	03/31/16	379449	\$1,499.50	Provided
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Jahnavi Goldstein
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